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8-15-2003

## EEOC v. SDI of B.R.-Hooper Road, LLC d/b/a Sonic Drive Inn

Judge Christine Noland

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## EEOC v. SDI of B.R.-Hooper Road, LLC d/b/a Sonic Drive Inn

### Keywords

EEOC, SDI of B.R.-Hooper Road LLC, Sonic Drive Inn, 01 CV 819-02, consent decree, sexual harassment, retaliation, termination, female, sex, service, employment law, Title VII

FILED  
U.S. DISTRICT COURT  
MIDDLE DISTRICT OF LA.

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IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF LOUISIANA

SIGN \_\_\_\_\_  
by DEPUTY CLERK

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Plaintiff,

versus

SDI of B.R.-Hooper Road, LLC  
d/b/a SONIC DRIVE INN

Defendant.

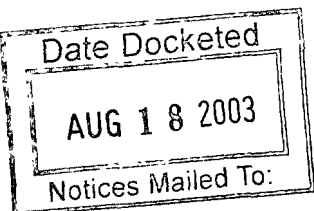
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CIVIL ACTION NUMBER  
01 CV 819-02

**CONSENT DECREE**

1. The United States Equal Employment Opportunity Commission ("the Commission") instituted Civil Action Number 01-819-02 in the United States District Court for the Middle District of Louisiana on September 28, 2001, charging SDI of B.R.-Hooper Road, LLC d/b/a Sonic Drive Inn ("Defendant") with violations of Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e-5(f)(1) and (3) and alleging that the Defendant discriminated against Charging Parties, Tiffany Atkinson, Jaime Theriot, Sarah McDaniel, Celida McDaniel, Julia Cook, and all other persons similarly situated because of their sex (female), when they subjected them to unwelcome sexual harassment; and

2. The Commission alleged the Defendant retaliated against Sarah McDaniel and Julia Cook by demoting and discharging them, respectively, for complaining about the sexual harassment; and



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3. The Commission alleged that as a result of the sexual harassment, the conditions of employment for Tiffany Atkinson, Jaime Theriot, Sarah McDaniel and Celida McDaniel were so intolerable that they were forced to resign their position; and

4. The Commission alleged that during the time of the harassment, the Defendant did not have an effective anti-harassment policy in place; and

5. The Commission also alleged that the Defendant failed to follow Federal regulatory record keeping requirements and failed to post the required poster notifying employees and applicants of their rights under Federal laws prohibiting employment discrimination; and

6. On January 15, 2002, Tiffany Atkinson, Jaime Theriot, Julia Cook, Sarah and Celida McDaniel filed a petition to be granted leave to file a Plaintiff-Intervener's complaint with such complaint being filed on February 28, 2002; and

7. SDI of B.R.-Hooper Road, LLC d/b/a Sonic Drive Inn, has not admitted and does not admit that it has engaged in any unlawful employment practices; and

8. The Court has jurisdiction over the subject matter of this action and over the parties to this action; and

9. SDI of B.R.-Hooper Road, LLC d/b/a Sonic Drive Inn and the Commission have agreed to settle this matter for the relief specified in this Consent Decree; and

10. The Commission and SDI of B.R. -Hooper Road, LLC d/b/a Sonic Drive Inn wish to resolve all claims and controversies encompassed by this lawsuit without burden, expense or delay of further litigation:

Therefore, it is **ORDERED, ADJUDGED AND DECREED** that:

11. The negotiation , execution and entry of this Consent Decree will resolve any and all claims of alleged Title VII violations against the Defendant arising out of EEOC Charge Numbers 270-99-0775 through 270-99-0779 and Civil Action Number CV 01-819-02.

12. The purpose of Title VII will be furthered by the entry of this Decree, the terms of which constitute fair and equitable settlement.

13. Neither the negotiation, execution, nor entry of this Consent Decree shall constitute an acknowledgment or admission of any kind by SDI of B.R.-Hooper Road, LLC d/b/a Sonic Drive Inn, that its officers, agents or employees have violated or have not been in compliance with Title VII or any other applicable law, regulation or order.

14. This Consent Decree relates only to the alleged violations raised in EEOC Charge Numbers 270-99-0775 through 270-99-0779 and Civil Action Number CV 01-819-02 filed by the Commission in the United States District Court for the Middle District of Louisiana, on September 28, 2001.

15. Defendant SDI of B.R.-Hooper Road, LLC d/b/a Sonic Drive Inn, its directors, officers, agents, employees and successors or assigns shall not maintain or permit discrimination in the workplace against any applicant for employment or employee based upon such person's sex, and in particular will not permit any form of sexual harassment to be maintained in the workplace. Defendant will take prompt and remedial action to correct any sex discrimination, particularly any sexual harassment, that was alleged in the complaint to have occurred as detailed below.

16. Defendant SDI of B.R.-Hooper Road, LLC d/b/a Sonic Drive Inn, its directors, officers, agents, employees and successors or assigns shall not maintain or permit discrimination

in the workplace against any applicant for employment or any employee, particularly any retaliatory action, because the employee or applicant has exercised their federally protected right to make a complaint under Title VII, and Defendant will not tolerate any retaliatory management decision. Defendant will take appropriate action to correct any retaliation that has occurred against any applicant or employee for exercising their federally protected Title VII civil rights.

17. Defendant SDI of B.R.-Hooper Road, LLC d/b/a Sonic Drive Inn agrees to keep all records of sexual harassment complaints and retaliation complaints made by employees under Title VII for the two year effective period of this Decree.

18. Defendant SDI of B.R.-Hooper Road, LLC d/b/a Sonic Drive Inn agrees not to retaliate against any person for having participated in any way in the Commission's investigation of this matter or for complaining of or opposing practices protected by Title VII.

19. Defendant SDI of B.R.-Hooper Road, LLC d/b/a Sonic Drive Inn agrees to implement and distribute to all employees, and to enforce an effective written policy and procedure for preventing and investigating complaints of harassment as well as those of retaliation in the workplace. Defendant agrees to certify to the Commission within 90 days of the effective date of this agreement that the written policy and procedures have been distributed to all employees.

20. The anti-harassment and anti-retaliation policy and complaint procedures must contain, at a minimum, the following elements: A clear explanation of prohibited conduct; assurance that employees who make complaints of harassment or provide information related to such complaints will be protected against retaliation; a clearly described complaint process that provides accessible avenues of complaint, particularly a process for resolving complaints which

is communicated to employees; assurance that the employer will protect the confidentiality of harassment complaints to the extent possible; a complaint process that provides a prompt, thorough, and impartial investigation; and assurance that the employer will take immediate and appropriate corrective action when it determines that harassment has occurred. Further the policy must provide the following:

- a) Designation of two persons as those persons to whom complaints are to be made, providing a number and address by which to contact either or both of these persons; Also, an alternate will be provided, in case one of the designated persons are accused of harassment; and,
- b) A thorough investigation will be conducted; and,
- c) Assurances that no retaliatory action will be taken against any employee for exercising their Federally protected Title VII civil rights.

SDI of B.R.-Hooper Road, LLC d/b/a Sonic Drive Inn agrees that within the thirty (30) days following the entry of this decree, it shall amend its current sexual harassment and anti-retaliation policies and procedures to ensure that their policies and procedures contain the information discussed above in this paragraph and will submit same to the Commission to ensure that the Commission receives the current policies and procedures within the forty-five (45) days as required above in this paragraph. Defendant will report to the Commission every six months for the life of the decree that it has or has not received any sexual harassment complaints and that if it has received same that it has investigated each complaint pursuant to the provisions of this paragraph.

21. Defendant SDI OF B.R-Hooper Road, LLC d/b/a Sonic Drive Inn shall post conspicuously at its principal place of business, within ten (10) days of the entry of the Decree, a

copy of a notice detailing Title VII's prohibitions against sex discrimination, in particular prohibitions against sexual harassment, and prohibitions against retaliatory action. The poster entitled, "Equal Employment Opportunity is the Law" (GPO 920-752) will be permanently posted. Further, Defendant agrees to pay to the Commission \$110.00 for failure to post the required notice, pursuant to Section 2000e-10(b) of Title VII of the Civil Rights Act of 1964, as amended.

22. SDI of B.R.-Hooper Road, LLC d/b/a Sonic Drive Inn will provide annual training to all of its Hooper Road employees, manager-trainees, managers and supervisors, on compliance with Title VII and its prohibitions against sex discrimination and retaliation, with specific training relative to prohibiting sexual harassment in the workplace and with specific training prohibiting retaliation in the workplace. Specifically, Defendant will train its managers and supervisors on their responsibility to adhere to the prohibitions of Title VII against subjecting its employees to sexual harassment. Further, Defendant will provide sexual harassment training to all new employees during their orientation. Finally, Defendant will certify to the Commission annually for the life of the decree that the applicable training of all employees, managers, management-trainees, supervisors, owners and board members has been conducted.

23. It is expressly acknowledged and agreed by the Commission and SDI of B.R. d/b/a Sonic Drive Inn that this Decree will incorporate by reference any monetary relief, paid to the Charging Parties (Tiffany Atkinson, Jaime Theriot, Sarah McDaniel, Celida McDaniel, Julia Cook) in the private resolution of their State Court claims as constituting any individual relief that the Commission would seek on behalf of any of these individuals for any and all claims raised by the present suit Civil Action Number CV-01-819-02.



24. Defendant SDI of B.R.-Hooper Road, LLC d/b/a Sonic Drive Inn shall insure that any personnel or employment record made or kept by them, including but not limited to applications forms submitted by applicants and other records having to do with hiring, promotion, demotion, transfer, lay-off or termination, shall be preserved by the employer for a period of one year from the date of the making of the record or the personnel action involved, whichever occurs later. In the case of involuntary termination of an employee, the personnel records of the individual terminated shall be kept for a period of one year from the date of termination. Where a charge of discrimination has been filed, or an action brought by the Commission or the Attorney General, against the Defendant SDI of B.R.-Hooper Road, LLC d/b/a Sonic Drive Inn under Title VII, the Defendant SDI of B.R.-Hooper Road, LLC d/b/a Sonic Drive Inn shall preserve all personnel records relevant to the charge or action until final disposition of the charge or action.

25. In the event that Defendant SDI of B.R.-Hooper Road, LLC d/b/a Sonic Drive Inn, fails to perform its obligations herein, Plaintiff EEOC (Commission) is empowered to enforce this Consent Decree through the applicable judicial enforcement procedures and to seek sanctions to the extent that any may be warranted as a result of the need to enforce this Decree. This Consent Decree will remain in force for two (2) years from the date of the entry of the Decree.

26. Should any provision of this Decree be declared or be determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Decree.

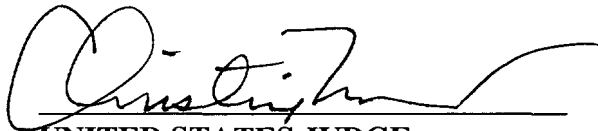
27. This Decree sets forth the entire agreement between the Commission and Defendant SDI of B.R.-Hooper Road, LLC d/b/a Sonic Drive Inn.

28. The Commission and Defendant SDI of B.R.-Hooper Road, LLC d/b/a Sonic Drive Inn will each bear their own attorney's fees and costs incurred in connection with this litigation.

29. The Court shall retain jurisdiction of this action for purposes of enforcing this Decree, if necessary.

**IT IS SO ORDERED**

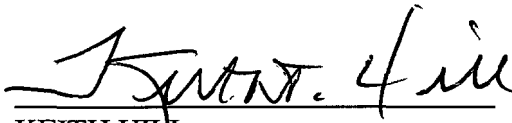
Baton Rouge, Louisiana, this 15 day of August, 2003.

  
UNITED STATES JUDGE

**APPROVED AS TO FORM AND CONTENT:**

**FOR THE PLAINTIFF EEOC:**

GWENDOLYN REAMS  
Associate General Counsel

  
KEITH HILL

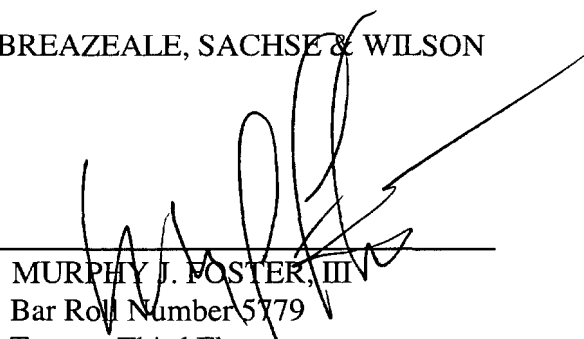
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